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13 *Forthcoming Pro Hac Vice Application*

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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 EILEEN VINES,

18 Plaintiff,

19 vs.

20 TURK HAVA YOLLARI ANONIM
ORTAKLIGI, d/b/a TURKISH AIRLINES and
TURKISH AIRLINES, INC.,

21 Defendants.

22 **Case No.:**

23 **COMPLAINT AND DEMAND FOR JURY
24 TRIAL**

25 1. The Plaintiff, EILEEN VINES, by her attorneys, SCHNEBERG LAW PC, and
26 BOHRER & LUKEMAN, as and for her complaint against the Defendant, TURK HAVA
27 YOLLARI ANONIM ORTAKLIGI, d/b/a TURKISH AIRLINES and TURKISH AIRLINES.

1 INC. (“Defendants”), alleges the following upon information and belief:

2 **JURISDICTION AND VENUE**

3 2. Subject matter jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sec. 1331,
4 insofar as a federal question is presented under the laws and treaties of the United States through
5 Article 17 of the Convention for the Unification of Certain Rules Relating to International Carriage
6 by Air, concluded at Montreal, Canada, on May 28, 1999 (“Montreal Convention”).

7 3. *In personam* jurisdiction and venue are proper in this district insofar as in or about
8 September 5, 2021, Defendants, common carriers of passengers by air, had offices and transacted
9 business within California; Defendants purposefully availed themselves of the privilege of
10 conducting activities within California; the contract of carriage which forms the basis for this cause
11 of action was sold in California and expressly incorporated the provisions of the Montreal
12 Convention; the travel which led to the events, actions, and omissions which form the basis of this
13 action originated and concluded in California; and this cause of action arises out of and/or relates
14 to Defendants’ contacts with California.

15 4. Venue is further proper in this judicial district insofar as a number of nonparty
16 witnesses and medical providers reside and are located within this judicial district.

17 **DIVISIONAL ASSIGNMENT**

18 5. Pursuant to Civil L.R. 3-2(d), assignment of this matter is appropriate for the San
19 Francisco Division or Oakland Division, because the circumstances of the action arise in the
20 county of San Francisco.

THE PARTIES

6. Plaintiff EILEEN VINES resides in Santa Clara, California.

7. At all times mentioned herein, Defendant TURK HAVA YOLLARI ANONIM KLIGI d/b/a TURKISH AIRLINES is a foreign corporation.

8. At all times mentioned herein, Defendant TURKISH AIRLINES, INC. is a foreign corporation authorized to do business in the State of California.

9. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES operated one or more regularly scheduled daily flights to and from the State of California.

10. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC. operated one or more regularly scheduled daily flights to and from the State of California.

11. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES sold airline tickets in, operated aircraft to and from, shipped cargo to and from, transacted business within, and thus derived revenue on a daily basis from the State of California.

12. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC. sold airline tickets in, operated aircraft to and from, shipped cargo to and from, transacted business within, and thus derived revenue on a daily basis from the State of California.

13. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES advertised the sale of commercial airline

1 travel in various mediums within the State of California.

2 14. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC.
3 advertised the sale of commercial airline travel in various mediums within the State of California.

4 15. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI
5 ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES purposefully availed itself of the privilege
6 of conducting activities within the State of California.

7 16. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC.
8 purposefully availed itself of the privilege of conducting activities within the State of California.

9 17. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC.
10 maintained multiple employees within the State of California.

11 18. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI
12 ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES maintained multiple employees within the
13 State of California.

14 19. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI
15 ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES maintained a ticketing counter within the
16 State of California in the International Terminal of San Francisco International Airport (SFO) and
17 Los Angeles International Airport (LAX).

18 20. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC.
19 maintained a ticketing counter within the State of California in the International Terminal of San
20 Francisco International Airport (SFO) and Los Angeles International Airport (LAX).

21. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES purchased aviation fuel, catering meals and other aircraft services and supplies on a daily basis in furtherance of its service of its international commercial airline passenger flights.

22. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC. purchased aviation fuel, catering meals, and other aircraft services and supplies on a daily basis in furtherance of its service of its international commercial airline passenger flights.

23. In or about the time of the incident herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES rented offices or otherwise occupied real estate within the State of California.

24. In or about the time of the incident herein, Defendant TURKISH AIRLINES, INC. rented offices or otherwise occupied real estate within the State of California.

25. The subject accident and this cause of action arises out of Defendants' California-based contacts.

26. Upon information and belief, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES and Defendant TURKISH AIRLINES, INC. share common ownership, management, employees, shareholders, members, capital, resources, officers, and/or directors.

STATEMENT OF FACTS

27. On or about September 5, 2021, at or near the time of the events complained of,

1 herein, Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH
2 AIRLINES was and is a common carrier engaged in the business of transporting passengers for
3 hire by air.

4 28. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
5 herein, on or about September 5, 2021, at or near the time of the events complained of herein,
6 Defendant TURKISH AIRLINES, INC. was and is a common carrier engaged in the business of
7 transporting passengers for hire by air.

8 29. In furtherance of said business, Defendant TURK HAVA YOLLARI ANONIM
9 ORTAKLIGI d/b/a TURKISH AIRLINES operates multiple regularly scheduled commercial
10 airline flights to and from the State of California.

11 30. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
12 herein, in furtherance of said business, Defendant TURKISH AIRLINES, INC. operates multiple
13 regularly scheduled commercial airline flights to and from the State of California.

14 31. On or about September 5, 2021, Defendants operated at least two flights per day
15 both to and from both San Francisco International Airport (SFO) and Los Angeles International
16 Airport in California.

17 32. Said flights are typically operated on Boeing or Airbus jumbo jets with the capacity
18 to carry over 300 passengers per flight, carry thousands of gallons of jet fuel, and transport
19 thousands of pieces of baggage and cargo all of which, upon information and belief, generate costs
20 and revenues within California worth millions of Dollars per month.

1 33. Plaintiff's travel, pursuant to the contract of carriage which forms the basis for this
2 cause of action ("the contract of carriage") originated and concluded in the State of California, and
3 within this judicial district.

4 34. Plaintiff's ticket for passage which comprises the contract of carriage was
5 purchased in the State of California.

6 35. On or about September 5, 2021, Plaintiff was traveling aboard Defendant TURK
7 HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES's aircraft with a final
8 destination of San Francisco, California.

9 36. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
10 herein, on or about September 5, 2021, Plaintiff was traveling aboard Defendant TURKISH
11 AIRLINES INC.'s aircraft with a final destination of San Francisco, California.

12 37. Plaintiff's contract of carriage required Plaintiff to stop in Istanbul, Turkey and
13 connect to another "Turkish Airlines" aircraft and flight to complete her trip to California.

14 38. On or about September 5, 2021, Defendant TURK HAVA YOLLARI ANONIM
15 ORTAKLIGI d/b/a TURKISH AIRLINES owned, operated, and controlled a certain jet aircraft
16 ("the subject aircraft") designated as Turkish Airlines Flight TK1086 from Podgorica Airport,
17 Podgorica, Montenegro (TGD) to Istanbul, Turkey (IST) ("the subject flight").

18 39. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
19 herein, on or about September 5, 2021, Defendant TURKISH AIRLINES, INC. owned, operated,
20 and controlled a certain jet aircraft designated as Turkish Airlines Flight TK1086 from Podgorica

1 Airport, Podgorica, Montenegro (TGD) to Istanbul, Turkey (IST).

2 40. On or about September 5, 2021, Plaintiff EILEEN VINES was a fare-paying
3 passenger lawfully aboard Turkish Airlines Flight TK1086.

4 41. At the time of the accident complained of herein, Plaintiff EILEEN VINES was
5 disembarking Turkish Airlines Flight TK1086 for a one-hour layover in Istanbul in order to
6 connect to Turkish Airlines Flight 79 to San Francisco, California. (SFO)

7 42. On or about September 5, 2021, at the time of the accident complained of herein,
8 Plaintiff's intent was not to exit Istanbul Airport, but to proceed directly to another Turkish Airlines
9 flight to return home to California.

10 43. On or about September 5, 2021, and for some time prior thereto, Defendant TURK
11 HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH AIRLINES owned, serviced,
12 maintained, repaired, and/or operated the subject aircraft.

13 44. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
14 herein, on or about September 5, 2021, and for some time prior thereto, Defendant TURKISH
15 AIRLINES, INC. owned, serviced, maintained, repaired, and/or operated the subject aircraft.

16 45. It was the responsibility of Defendant TURK HAVA YOLLARI ANONIM
17 ORTAKLIGI d/b/a TURKISH AIRLINES to ensure the safety of its passengers as they
18 disembarked from the subject aircraft.

19 46. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
20 herein, it was the responsibility of Defendant TURKISH AIRLINES, INC. to ensure the safety of

1 its passengers as they disembarked from the subject aircraft.

2 47. Passengers, including Plaintiff, disembarking Turkish Airlines Flight TK1086 did
3 not deplane through a covered jetway directly into the airport terminal, but rather, were required
4 to traverse portable airstairs placed adjacent to the rear of the aircraft that led them down to the
5 tarmac. From there, it was contemplated that passengers, Plaintiff included, would either walk to
6 the terminal or be loaded onto a tarmac bus for transport to the airport terminal.

7 48. Defendant TURK HAVA YOLLARI ANONIM ORTAKLIGI d/b/a TURKISH
8 AIRLINES owned, operated, managed, serviced, repaired, maintained, supervised, or otherwise
9 controlled the aforesaid portable airstairs.

10 49. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
11 herein, Defendant TURKISH AIRLINES, INC. owned, operated, managed, serviced, repaired,
12 maintained, supervised, or otherwise controlled the aforesaid portable airstairs.

13 50. Pleaded in the alternative and without prejudice to anything pleaded in the contrary
14 herein, in the event that the aforesaid portable airstairs was owned or operated by an entity other
15 than Defendants, Defendants possessed a non-delegable duty to ensure that said staircase provided
16 a safe and proper means of ingress and egress to and from its aircraft and flight.

17 51. In addition to their non-delegable duty to safely and securely operate the subject
18 aircraft and subject flight, and provide for the general health, safety and welfare of the passengers
19 aboard such aircraft and flights, Defendants' employees, agents and servants were also responsible
20 to ensure a safe and proper boarding and disembarkation process of Defendants' passenger flights.

1 52. In doing so, Defendants' flight and cabin crew had a non-delegable duty to ensure
2 that its passengers were provided with a safe method and mode of ingress and egress to and from
3 Defendants' aircraft and flights.

4 53. Therefore, Defendants' flight and cabin crew members had a non-delegable duty to
5 ensure that portable airstairs in use to disembark TK 1086 were safely and properly positioned for
6 passengers to disembark whether or not said portable staircase was owned by Defendants.

7 54. Upon information and belief, Defendants also employed ground-based employees,
8 agents, servants and contractors responsible for the safe and secure ground operations of their
9 aircraft and flights, including, but not limited to the safe and secure boarding and disembarkation
10 of its passengers.

11 55. Defendants' ground-based employees were similarly responsible for the safe and
12 secure ground operations of their aircraft and flights, including, but not limited to the safe and
13 secure boarding and disembarkation of its passengers, and of TK 1086 in particular.

14 56. Upon information and belief, Defendants also utilized the services of ground
15 service providers at Istanbul Airport to assist with, *inter alia*, the facilitation of ground services,
16 including assisting with, supervising or otherwise managing the boarding and disembarkation of
17 Defendants' flights and aircraft.

18 57. Pleaded in the alternative and without prejudice to anything stated herein to the
19 contrary, on September 5, 2021, said ground service providers assisted with, supervised, managed
20 or otherwise controlled the disembarkation process of TK 1086 and performed various functions

1 therein, including but not limited to the deployment, positioning, adjustment, inspection, service,
2 maintenance, care and oversight of the portable airstairs used in the disembarkation of said flight
3 and aircraft.

4 58. Said ground service providers were employees, agents, servants, and/or contractors
5 of Defendants.

6 59. Pleaded in the alternative and without prejudice to anything stated herein to the
7 contrary, said ground service providers were Defendants' agents and/or contractors insofar as they
8 provided or performed a function essential to the Defendants' performance of its contract of
9 carriage thus making Defendants liable for their malfeasance.

10 60. On September 5, 2021, while disembarking TK 1086, Plaintiff EILEEN VINES fell
11 while stepping from the aircraft onto the portable airstairs.

12 61. On September 5, 2021, while disembarking TK 1086, Plaintiff EILEEN VINES fell
13 and was injured due to a dangerous and/or defective condition that existed on said portable airstairs
14 insofar as it malfunctioned, was improperly and/or negligently positioned for passengers exiting
15 the subject aircraft, was rendered slippery, or otherwise existed there and then in a dangerous and
16 hazardous manner.

17 62. On September 5, 2021, said hazardous, dangerous and/or defective condition of the
18 portable airstairs, and Plaintiff's fall and resulting injuries were caused by an accident, or namely,
19 an unexpected or unusual event or occurrence external to the Plaintiff, and not from the Plaintiff's
20 internal reaction to the ordinary operation of the aircraft.

1 63. On September 5, 2021, the condition of the walking surface and configuration of
2 the portable airstairs across which Plaintiff was required to traverse in order to exit TK 1086, were
3 unexpected and unusual and caused Plaintiff to slip and/or trip and fall.

4 64. On September 5, 2021, the design of, and manner in which said portable airstairs
5 were stationed at, operated and utilized to disembark TK 1086 was unexpected and unusual, and
6 caused her to fall and suffer injuries.

7 65. On September 5, 2021, Defendants, their employees' agents, servants and
8 contractors failed to warn passengers disembarking TK1086 and the Plaintiff in particular, of the
9 portable airstairs' dangerous and defective condition.

10 66. Said failure to warn passengers disembarking TK1086 and the Plaintiff in
11 particular, of the portable airstairs' dangerous and defective condition was unexpected and unusual
12 and resulted in Plaintiff's accident and injuries.

13 67. On September 5, 2021, Defendants, their agents, servants, and/or contractors'
14 failure to place any type of warning device at or near the subject aircraft door and/or on the walking
15 surface of said portable airstairs was unexpected and unusual and caused Plaintiff's accident and
16 injuries.

17 68. Said accident occurred due to the negligence, carelessness and/or recklessness of
18 Defendants, their agents, employees, servants, and/or contractors.

19 69. As a result of said accident, Plaintiff was injured.

20 70. As a result of said accident, Plaintiff was seriously injured.

1 71. As a result of said accident, Plaintiff was permanently injured.

2 72. As a result of said accident, Plaintiff has suffered severe pain, agony, and mental
3 anguish and in the future will continue to suffer from same.

4 73. As a result of said accident, Plaintiff suffered economic loss and will in the future
5 continue to suffer from same.

6 74. As a result of said accident, Plaintiff was deprived of her enjoyment of life, pursuits
7 and interests and verily believes that in the future she will continue to be deprived of same.

8 75. As a result of the foregoing, Defendants are liable to pay full, and fair damages to
9 Plaintiff pursuant to the Montreal Convention.

10 76. Pursuant to Article 21 of the Montreal Convention, Defendants cannot limit their
11 damages insofar as they cannot prove their negligence did not cause or contribute to the accident
12 and Plaintiff's resulting injuries.

13 77. Pursuant to Article 21 of the Montreal Convention, Defendants cannot limit their
14 damages insofar as they cannot prove Plaintiff's accident and injuries were caused solely by the
15 acts of third parties who were not Defendants' agents.

16
17 **WHEREFORE**, Plaintiff EILEEN VINES, demands judgment against Defendants TURK
18 HAVA YOLLARI ANONIM ORTAKLIGI, d/b/a TURKISH AIRLINES and TURKISH
19 AIRLINES, INC. for the maximum amount permitted by law to be determined at trial, together
20 with interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands a jury of eight (8) persons for all claims stated.

Dated: May 19, 2022

SCHNEBERG LAW P.C.

-s- *Kyle P. Schneberg*
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